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UBIQUITI NETWORKS INTERNATIONAL LIMITED

10 **IN THE UNITED STATES DISTRICT COURT FOR THE**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **SAN FRANCISCO DIVISION**

13 SYNOPSYS, INC.,

14 Plaintiff,

15 v.

16 UBIQUITI NETWORKS, INC., UBIQUITI
17 NETWORKS INTERNATIONAL LIMITED,
CHING-HAN TSAI, and DOES 1-20,
18 inclusive

19 Defendants.

Case No. 5:17-cv-00561-WHO

**DECLARATION OF CHING-HAN
TSAI IN SUPPORT OF
DEFENDANT UBIQUITI
NETWORKS INTERNATIONAL
LIMITED (UNIL)'S MOTION TO
DISMISS FOR LACK OF
PERSONAL JURISDICTION
PURSUANT TO RULE 12(b)(2)
OR ALTERNATIVELY FOR
FAILURE TO STATE A CLAIM
PURSUANT TO RULE 12(b)(6)**

Date: May 17, 2017

Time: 2:00 p.m.

Place: Courtroom 2, 17th Floor

Judge: Honorable William H. Orrick

1 I, CHING-HAN TSAI, declare as follows:

2 1. My name is Ching-Han Tsai and I am employed by Ubiquiti Networks, Inc.,
3 (“Ubiquiti”), a Delaware corporation with its corporate headquarters in San Jose, California. I am
4 not and have never been an employee of Ubiquiti Networks International Limited (“UNIL”), but I
5 am familiar with many of the facts alleged in the Amended Complaint. I submit this declaration
6 in support of UNIL’s Motion To Dismiss For Lack Of Personal Jurisdiction Pursuant to Rule
7 12(b)(2) Or Alternatively For Failure To State A Claim Pursuant to Rule 12(b)(6). I have
8 personal knowledge of the facts contained in this declaration.

9 2. In September and October 2013, I negotiated an agreement on behalf of my
10 employer, Ubiquiti, to evaluate certain electronic design automation (“EDA”) software offered by
11 Synopsys, Inc. in California (“Synopsys”), namely its VCS simulation software. While Ubiquiti
12 is not in the semiconductor business, we have a small team that is designing a chip that might be
13 used in a future Ubiquiti product. We were evaluating the Synopsys software as well as
14 alternative EDA software from another company for use in that chip design process.

15 3. I signed the Evaluation License Agreement on behalf of Ubiquiti.

16 4. After providing the host ID for my personal laptop, I received a link from
17 Synopsys that I was to use to download the files that we intended to evaluate. Because a
18 technical issue prevented me from using the files on my personal laptop, I provided Synopsys
19 with another host ID instead. I was also sent a license key, which is just a text file. So far as I
20 recall, the links that I received did not require me to assent to any terms of use or anything in
21 addition to the evaluation license that I had already signed.

22 5. Because Ubiquiti decided to purchase an alternative software program from
23 another EDA software company, I told Synopsys in early January 2014 that we would consider
24 using other Synopsys software programs for later phases of the project.

25 6. In early March 2014, I reached out to my contact at Synopsys, Bill Bergman, for
26 evaluation of additional EDA tools from Synopsys, specifically DC Ultra software for synthesis
27 and Formality tools. Mr. Bergman referred me to Tony Huang from Synopsys Taiwan Co., Ltd.
28 (“Synopsys Taiwan”) in Taiwan because the evaluation was to take place in Taiwan.

1 7. In paragraph 49 of Synopsys's Amended Complaint, Synopsys alleges that my
2 email communications with Synopsys during the first and second week of March 2014 "included"
3 various UNIL employees. As I mentioned above, when I reached out to Mr. Bergman about the
4 evaluation of the DC Ultra software and the Formality tools I was told to communicate with
5 Synopsys Taiwan employees because the evaluation was to take place in Taiwan. I have recently
6 reviewed emails in my possession that were exchanged with Mr. Bergman (the only Synopsys
7 California employee with whom I recall communicating during this timeframe). Based on that
8 review, I can confirm that no UNIL employee that I am aware of communicated directly by email
9 with Mr. Bergman or any other Synopsys employees located in California during this timeframe.
10 Instead, they were merely copied on my emails with Mr. Bergman.

11 8. I am aware that UNIL employees communicated with Synopsys Taiwan
12 employees *located in Taiwan* in this timeframe relating to UNIL's evaluation of EDA tools in
13 Taiwan. Specifically, in late March 2014, I understand that a UNIL employee sent a Host ID to
14 Mr. Huang of Synopsys Taiwan for the DC Ultra software evaluation. But to the best of my
15 knowledge, UNIL employees did not communicate directly with any Synopsys employees
16 *located in California* in this timeframe.

17 9. In paragraph 50 of Synopsys's Amended Complaint, Synopsys alleges that I
18 traveled to Taiwan during the first and second weeks of April 2014 to help coordinate a meeting
19 between UNIL and Synopsys, and that such a meeting took place on April 8, 2014. I personally
20 attended an April 8, 2014 meeting with Synopsys Taiwan and confirm that UNIL employees were
21 also in attendance. That meeting took place entirely in Taiwan. The Synopsys Taiwan
22 employees who attended that meeting, Mr. Huang and Victor Chen, were both located in Taiwan
23 and, to the best of my knowledge, worked out of Synopsys Taiwan's offices. No Synopsys
24 California employees joined the April 8, 2014 meeting remotely from California, as for example
25 by telephone or videoconference.

26 10. On May 2 and May 7, Mr. Huang and Mr. Chen from Synopsys Taiwan visited me
27 and the chip design team at UNIL's office in Taiwan for further discussion of the software.
28

1 11. In paragraph 17 of Synopsys's Amended Complaint, Synopsys alleges that UNIL
2 expressly assented to personal jurisdiction in the Northern District of California based on UNIL's
3 alleged use of Synopsys's file download websites. As I mentioned above, I personally
4 downloaded the VCS software from Synopsys's file download website. I do not recall any point
5 in time when I used Synopsys's file download websites that I received a prompt or other request
6 asking me to agree to Synopsys's terms of use.

7 12. In paragraph 55 of Synopsys's Amended Complaint, Synopsys alleges that a UNIL
8 employee contacted Synopsys's customer support via email on May 19, 2014. On May 19, 2014,
9 a UNIL employee exchanged emails with a Synopsys Taiwan employee, Peter Tseng, and a
10 Synopsys California employee, Richard Su — *both of whom were located in Taiwan at that time*
11 — about a technical issue with a Synopsys software program. I was copied on that email chain.
12 Additional Synopsys Taiwan employees were also copied on that email chain. According to the
13 email, Mr. Tseng and Mr. Su walked over to UNIL's Taiwan office on May 19, 2014, to assist the
14 UNIL employee with that issue. To my knowledge, no UNIL employee knowingly interacted
15 with any Synopsys customer support personnel located in California on or around May 19, 2014.

16
17 I declare under penalty of perjury under the laws of the United States of America that the
18 foregoing is true and correct.

19 Executed this 11th day of April, 2017, in Taipei, Taiwan.
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22
23 By: 
24 CHING-HAN TSAI
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